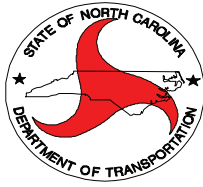


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 13 DISTRICT 1

CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE

WBS NUMBER: 13.201211

ROUTE: Various

COUNTY: Burke

DESCRIPTION: Hauling on various road construction projects in Burke County.

BID OPENING: 2:00 P.M., TUESDAY, JULY 12, 2011

NOTICE: This is a Small Business Enterprise Program project, and as such, is restricted to businesses grossing less than \$1,500,000 during the previous calendar year (5% tolerance). A general Contractor's License is not required and the Department's normal bonding requirements are waived, however liability insurance is required. The attached self-certification form must be submitted with your proposal. A copy of the previous year's income tax return as evidence of qualification does not need to be submitted at this time, but could be required upon notification by the Department.

NAME OF BIDDER

ADDRESS OF BIDDER

RETURN BIDS TO: Mike Calloway Division Project Manager
NC Department of Transportation
55 Orange Street
Asheville, NC 28801

INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name and signature of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number (or Social Security Number of Individual)
 - e. Contractor's License Number (if Applicable)
8. **Bids submitted by corporations shall bear the seal of the corporation.**
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION OFFICE BY 2:00 P.M. ON TUESDAY JULY 12, 2011.**
12. The sealed bid must display the following statement on the front of the sealed envelope:
- 13.

QUOTATION FOR WBS 13.201211

Hauling for various road construction projects in Burke County to open at 2:00pm on Tuesday July 12, 2011.

13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**Mike Calloway Division Project Manager
N. C. Department of Transportation
55 Orange Street
Asheville N.C 28801**

AWARD OF CONTRACT

The award of the contract, if it were awarded, will be made to the lowest responsible Bidder if accordance with Section 102 (*excluding 102-2 and 102-11*) of the Standard Specifications for Roads and Structures 2006. The lowest responsible Bidder will be notified that his bid has been accepted and the he has been awarded the contract. NCDOT reserves the right to reject all bids.

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Division Contract Bid Form**Form W-9****Non Collusion Affidavit**

GENERAL PROVISIONS

This contract is for the hauling of construction materials such as stumps, rocks, stone, etc. for various road projects in Burke County. The contract is for a minimum of two (2) dump trucks and a minimum GVWR of 50,000 lbs legal for highway use, twenty years old or less. The contract is for 1000 hours of hauling. Note: Contract quantities are approximate and used for figuring the lowest responsible bidder only. No minimum or maximum amount of work is guaranteed under this contract. The bid price per hour shall include all incidentals per dump truck associated with furnishing material hauling such as: wear and tear, insurance, fuel, etc. The Contractor shall be responsible for the truck(s), an operator, and all associated incidentals. The contractor should be aware that Two (2) trucks may not be used at one time.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation Standard Specifications for Roads and Structures 2006, the North Carolina Department of Transportation Roadway Standards Drawings 2006, the current edition of the Manual of Uniform Traffic Control Devices (MUTCD). The Contractor shall keep himself fully informed of all Federal, State, and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this project is August 8, 2011

Work must begin within five (5) working days after notification to begin work. A phone call shall constitute notification. It should be understood and agreed that this contract is contingent upon the availability of funds. Budget constraints could require that this project be scaled back or canceled. The contractor shall work at the direction of the NC DOT Supervisor he is assigned to. The schedule, type and location of work may change daily. The Engineer reserves the right to cancel this contract if, in his opinion, the contractor fails to perform said duties in safe and timely manner. **The Contractor may begin work prior to this date upon approval of the Engineer or his duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the Department of Transportation will assume no responsibility for and delays caused prior to the date of availability by an reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.**

No work will be permitted and no purchase order will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

The completion date for this project is August 8, 2012. No extensions will be authorized except as authorized by Article 108-10 of the Standard Specifications.

There will be no liquidated damages for this project.

A mandatory pre-bid conference will be held Tuesday, July 5, 2011 at 2:00 p.m. at NCDOT District Engineer's Office at 3931 NC 226 South Marion NC 28752 in McDowell County. ALL PARTIES INTERESTED IN BIDDING ON THIS PROJECT MUST ATTEND THE PRE-BID CONFERENCE.

DIVISION CONTRACT

Special Provisions

DUMP TRUCK SPECIFICATIONS

The tandem axle dump truck or greater shall meet the following criteria:

- 1) The tandem axle dump truck shall be twenty years old or less.
- 2) The truck shall have a minimum of GVWR OF 50,000 lbs.
- 3) The truck must be road legal, with tag, insurance, etc.
- 4) The truck may be required to haul rocks, stone, stumps, brush, logs, dirt, pipe, rip rap, and other road construction materials.

Failure to meet the preceding minimum criteria may result in cancellation of your contract.

NOTE: The bid price will reflect the cost of each dump truck with operator per hour.

LIABILITY INSURANCE:

(11-18-08)

SP1 G80

Page 1-68, Article 107-16 is amended to include the following as the first, second, third and fourth paragraphs:

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining

adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

GIFTS FROM VENDORS AND CONTRACTORS:

(12-15-09)

SP1 G152

By Executive Order 24, issued by Governor Perdue, and *N.C. G.S. § 133-32*, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *G.S. § 133-32*.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

Standard Provisions

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division 13, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final, he shall have executive authority to enforce, and make effective such decisions and orders that the Contractor fails to carry out promptly.

SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, titles, or interest therein; without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the Standard Specifications.

TRAFFIC CONTROL AND WORK ZONE SAFETY

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in subarticle 108-7(2) of the Standard Specifications.

SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, when the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

BANKRUPTCY

The Department of Transportation, at its option, may terminate the contract upon the filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy Act.

SAFETY AND ACCIDENT PROTECTION

In accordance with Article 107-22 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

INSPECTION

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

DEFAULT OF CONTRACT

The Department of Transportation shall have the right to declare default of the contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the Standard Specifications.

AVAILABILITY OF FUNDS - CONTRACT TERMINATION

Payments on this contract are subject to availability of funds as allocated by the General Assembly. If the General Assembly fails to allocate adequate funds, the Department reserves the right to terminate this contract.

In the event of termination, the Contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the Contractor shall be paid for the work already performed in accordance with the contract specifications.

TEMPORARY SUSPENSION OF WORK

In accordance with Article 108-7 of the Standard Specifications, the Engineer will have the authority to suspend the work wholly or in part, any written order for such periods as he may deem necessary for any of the following reasons.

1. Conditions considered unfavorable for the suitable prosecution of the work, or
2. The Contractor's failure for correct conditions unsafe for workmen or the general public, or
3. The Contractor has not carried out orders given to him by the Engineer, or
4. The Contractor's failure to perform any provisions of the contract.

No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10.

CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty days shall be a bar to recovery.

EXTENSION OF CONTRACT TIME

Failure on the part of the Contractor to furnish bonds or certifications or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability.

COOPERATION WITH STATE FORCES AND OTHER CONTRACTORS

The Contractor must cooperate with State forces and other contractors working within the limits of this project as directed by the Engineer.

PROSECUTION AND PROGRESS

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the Standard Specifications.

The Contractor's operations are restricted to daylight hours. No work may be performed on Sundays, and Legal State holidays. Work shall only be performed when weather and visibility conditions allow safe operations.

The Contractor shall temporarily remove his equipment from the travelway for emergency vehicles and school buses as directed by the Engineer.

DEBARMENT STATEMENT

The Contractor certifies and understands that by his/her signature on the Bid Form that he/she and the contracting firm he/she represents has not been banned, debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

Insurance Clause Applicable To N. C. Department of Transportation

The Contractor agrees to indemnify and save harmless the Board of Transportation, its officers, agents and employees, from all claims whatsoever arising from any injuries or damages sustained by any person (s) or property by reason of any neglect or misconduct or any act or omission, whether or not negligent, of the Contractor, his agent, employees and sub-contractors, during his or their operations under this contract; and the Contractor shall have in effect and maintain during the period of this contract such insurance as may be required by applicable laws, ordinances or regulations and, in addition, such other insurance (which may include, but is not limited to, public liability and property damage insurance) as shall be sufficient to protect the Board and the Contractor, his agents, employees and sub-contractors, from all such said claims.

Pursuant to N.C.G.S. § 97-19, all contractors of the Department of Transportation are required, prior to beginning services, to show proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors stating that it has complied with N.C.G.S. § 97-93 irrespective of whether subcontractors have regularly in service fewer than three employees in the same business within the State of North Carolina, and subcontractors shall be herein after liable under the Workers' Compensation Act for payment of compensation and other benefits to its employees for any injury or death due to an accident arising out of and in the course of performance of the work insured by the subcontractor.

NOTIFICATION OF OPERATIONS

The Contractor will be notified by the Engineer 72 hours in advance of beginning work on this project.

North Carolina Department of Transportation BID FORM

Project Number: 13.201211

Description: Hauling on various road construction projects.

County: Burke

| ITEM | SECT | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT BID |
|------|------|---------------------------------|----------|------|------------|------------|
| 1 | SP | Hauling (per truck per hour) | 1000 | HR | | |
| | | | | | | |

***TOTAL BID FOR
PROJECT:*** _____

CORPORATE SEAL

CONTRACTOR_____

ADDRESS_____

Federal Identification Number_____ Contractors License Number_____

Authorized Agent_____ Title_____

Signature_____ Date_____

Witness_____ Title_____

Signature_____ Date_____

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2006.

Reviewed by _____ ***(date)*** _____

Accepted by NCDOT _____ ***Division Engineer*** _____ ***(date)*** _____

SUBSTITUTE FORM W-9
VENDOR REGISTRATION FORM
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD

CORPORATION OR PARTNERSHIP : ENTER YOUR LEGAL BUSINESS NAME

NAME: _____

MAILING ADDRESS: STREET/PO BOX: _____

CITY, STATE, ZIP: _____

DBA / TRADE NAME (IF APPLICABLE): _____

- | | |
|---|---|
| <input type="checkbox"/> INDIVIDUAL (use Social Security No.) | <input type="checkbox"/> SOLE PROPRIETOR (use SS No. or Fed ID No.) |
| <input type="checkbox"/> CORPORATION (use Federal ID No.) | <input type="checkbox"/> PARTNERSHIP (use Federal ID No.) |
| <input type="checkbox"/> ESTATE/TRUST (use Federal ID no.) | <input type="checkbox"/> STATE OR LOCAL GOVT. (use Federal ID No.) |
| <input type="checkbox"/> OTHER / SPECIFY _____ | |

SOCIAL SECURITY NO. _____ - _____ - _____ (Social Security #)
OR

FED. EMPLOYER IDENTIFICATION NO. _____ - _____ - _____ (Employer Identification #)

COMPLETE THIS SECTION IF PAYMENTS ARE MADE TO AN ADDRESS OTHER THAN THE ONE LISTED ABOVE:

REMIT TO ADDRESS: STREET / PO BOX: _____

CITY, STATE, ZIP: _____

Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition.

What is your firm's ethnicity? (☐ Prefer Not To Answer, ☐ African American, ☐ Native American, ☐ Caucasian American, ☐ Asian American,

☐ Hispanic American, ☐ Asian-Indian ☐ _____)

What is your firm's gender? (☐ Prefer Not to Answer, ☐ Male, ☐ Female) **Disabled-Owned Business?** (☐ Prefer Not to Answer, ☐ Yes, ☐ No)

IRS Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien). The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. For complete certification instructions please see IRS FORM W-9 at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

NAME (Print or Type)

TITLE (Print or Type)

SIGNATURE

DATE

PHONE NUMBER

To avoid payment delays, completed forms should be returned promptly to your local DOT office.

NON COLLUSION AFFIDAVIT

(To Be Executed and Returned with Quotation)

The person executing this bid solemnly swears (or affirms) that neither he, nor any official, agent, or employee of the bidder has entered into any agreement, restraint of free competitive bidding in connection with this bid.

NAME OF CONTRACTOR _____

SIGNATURE OF CONTRACTOR _____

NOTE - AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to me this the _____
SEAL
day of _____ 20 ____ .

NOTARY

(SIGNATURE OF NOTARY PUBLIC)

Of _____ County.

State of _____ .
(if applicable) _____

Corporate Seal

My Commission Expires _____